



Letter of Offer

DATE: November 22, 2021
TO: William Allan Bradley
FROM: Bernard Rubin
SUBJECT: OFFER LETTER

Dear Allan,

Based on our recent discussion, I would like to extend the offer of joining Entertainment Arts Research as our Interim Chief Financial Officer. The opportunity comes with significant responsibility, and we are counting on your experience and leadership to drive the business development and funding for the company. The first ninety days commencing 1 December 2021 will be essential in evaluating a good fit for all parties. We look forward to building the business together with you and sharing in our collective success.

As compensation for your efforts on behalf of the Company, your offer for total compensation is structured as follows:

Total Compensation Package for 2022, structured as follows.

1. Annual Cash Compensation: \$75,000. \$6,250 per month to be paid on the last day of each month.
2. Common EARI Stock/Shares for the fiscal year 2022: 1,388,889 Common Shares. 115,740 Common Shares per month allocated on the last day each month.
3. Bonus Payments in Stock for completed acquisitions and investment funding secured as follows.
 - a. Funding Secured for EARI (Equity or Convertible Notes) = 2,5% cash bonus payable.
 - b. Compensation for acquisitions completed.
 - i. Cash Payment of 10% of Target Acquisitions Annual Net Profit before tax at end of a full fiscal year
 - ii. or the greater of, a Cash Payment of 2,5% of Gross Revenue contributed at the end of a full fiscal year.
 - iii. Share/Stock award of Common Stock Series B for acquisitions concluded (with voting rights of 100 per share) equaling One Share per \$1,00 of the acquisition cost (eg \$1,000,000 acquisition = 1,000,000 Series B Shares to a maximum of 10 Million Shares).

4. Pre-Approved Travel and Entertainment costs to be reimbursed.
5. The first 3 Months will be probationary, and all compensation will be pro-rated in event of break off.

Your base salary level will be reviewed every year to ascertain if an adjustment should be made based on performance and based on the financial performance of the Company. Furthermore, when eligible, you will be entitled to participate in the Medical and Employee Share Plan that the company plans to set up in 2022.

All equity issued (Shares in EARI) will be subject to a leak-out provision, with the following schedule:

- a. Up to 25% of the original stock issued can be sold after a holding period of 6 months from the date of the closing of the Transaction.
- b. Up to 50% of the original stock issued can be sold after a holding period of 12 months from the date of the closing of the Transaction.
- c. Up to 75% of the original stock issued can be sold after a holding period of 18 months from the date of the closing of the Transaction.
- d. Up to 100% of the original stock issued can be sold after a holding period of 24 months from the date of the closing of the Transaction.

You agree to retain all non-public information obtained from EARI as confidential and agree not to release or discuss any of such information unless you have obtained the prior consent of EARI or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. You also agree to abide by the non-disclosure, non-circumvention, and non-compete clauses signed at the time your hiring. We look forward to working with you and anticipate concluding an employment agreement by 1 March 2022.

The parties do hereby execute this Agreement at the places and dates set forth below.

Signed for and on behalf of:

EARI



Print Name: Bernard Rubin
Title: Chief Executive Officer
Office: 980 999 0270 | Fax: +1 704 659 4139 |
Cell: 704 450 2413 | info@earigroup.com |

Date: 22 November 2021

Signed for and on behalf of:

WILLIAM ALLAN BRADLEY



By: _____

Print Name: **WILLIAM ALLAN BRADLEY**

Date: 22 November 2021